

(j) Purchaser shall have actually obtained an interim license to operate in the State of Nevada or an exemption, satisfactory to Purchaser in all reasonable respects by no later than the Closing Date, from any and all applicable Nevada laws or regulations that would require any licensing of Purchaser and affiliate of Purchaser identified by Purchaser by the State of Nevada in connection with or as a result of consummation of this transaction. Sellers shall provide reasonable cooperation and support to Purchaser in connection with its effort to obtain such interim license or exemption. The condition to the timing of the obtaining of this interim license or regulatory exemption may be extended by the Sellers at their sole discretion.

(k) The Plan has been confirmed by a Final Order of the Bankruptcy Court by the Outside Approval Date.

(l) There is no Litigation pending or threatened, nor any order, injunction or decree outstanding against or relating to the Sellers, which materially impairs the value of the Assets or the ability of the Sellers to perform their obligations hereunder.

(m) No notice has been issued by any governmental authority or any party entitled to enforce a restrictive covenant affecting any Mortgaged Property to the effect that (A) the maintenance, operation, occupancy or use of any Mortgaged Property violates any zoning or building code or regulation, any restrictive covenant, or any other federal, state or municipal law, ordinance or regulation applicable to any Mortgaged Property, or (B) any material licenses, permits, inspections, authorizations, certifications or approvals required by any governmental authority having jurisdiction over the operation of any Mortgaged Property has not been performed or issued and paid for, or is not in full force and effect.

(n) Purchaser shall, at Purchaser's expense, if any, receive an endorsement of the existing title policy from the existing title company for each Loan and, if not, such failure to receive any endorsement or all endorsements, individually or collectively, does not materially impair the value of the Assets or the ability of the Sellers to perform their obligations hereunder. Sellers shall use their best commercially reasonable efforts to cause each endorsement to be received by Purchaser hereunder.

(o) No pending or threatened condemnation or similar proceeding exists affecting any Mortgaged Property or any part thereof, and all Mortgaged Property complies with all zoning, environmental and hazardous substance laws.

Section 9.2 Conditions Precedent to Obligations of Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable law):

(a) Bankruptcy Court approval by Final Order of the Bankruptcy Court;

(b) The statements of Purchaser set forth in Article IV of this Agreement shall be true and correct in all material respects, at and as of the Closing Date; and:

(c) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by

Purchaser on or prior to the Closing Date, and Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the forgoing effect.

(d) By no later than the Closing Date, Purchaser shall have obtained the interim license or exemption described in Section 9.1(j) hereof.

ARTICLE X TERMINATION

Section 10.1 Termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated at any time before the Closing (a) by mutual consent of the Sellers and the Purchaser, (b) by the Seller, upon a breach by Purchaser pursuant to Section 8.1 hereof, or (c) by the Purchaser upon a breach by Seller pursuant to Sections 8.2 or 9.1(h) hereof. In the event of termination pursuant to this Section, the Agreement shall become null and void and have no effect, with no liability on the part of the Sellers, or Purchasers with respect to this Agreement, except for liability for breach of this Agreement as set forth herein.

ARTICLE XI MISCELLANEOUS

Section 11.1 Survival. Sellers' statements, covenants and agreements contained in this Agreement shall not survive the Closing Date, other than covenants and agreements which by their terms survive the Closing Date.

Section 11.2 Amendment. This Agreement shall not be amended without the express written consent of the parties hereto.

Section 11.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which, when so executed and delivered, will be deemed to be an original, but all of which counterparts, taken together, will constitute one and the same instrument.

Section 11.4 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof, including the Offer Letter. There are no written or oral agreements, understandings, statements between the parties other than those set forth herein.

Section 11.5 Closing. For the avoidance of doubt, the transfers of Assets described herein shall be deemed to have closed solely upon the Sale Approval Order becoming a Final Order, and each of the Assets actually being transferred to Purchaser being so transferred consistent with the terms hereof. Upon Closing, Purchaser, to the extent it acquires the Assets, shall be deemed released from any confidentiality obligations to which it had previously agreed, or pursuant to which it was otherwise bound.

Section 11.6 Additional Collection Actions. Prior to the Closing Date, Sellers may assign to Purchaser, on terms mutually acceptable to Sellers and Purchaser, for purposes of collection, certain accounts receivable and notes receivable.

Section 11.7 Access to Documents. Prior to the Closing Date, Debtors shall provide Purchaser with reasonable access to Debtors' books, records and personnel. After the Closing Date, Purchaser shall allow any of the Sellers (or their successors or assignees under a confirmed Plan) reasonable access to the Personal Property, including original documents and files, for all purposes as needed.

Section 11.8 Waivers. The rights of each of the parties hereunder shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

Section 11.9 Notices. All notices and other communications hereunder shall be in writing (including a writing delivered by facsimile transmission) and shall be deemed to have been duly given: (a) when delivered, if sent by registered or certified mail (return receipt requested); (b) when delivered, if delivered personally or by telecopy, or (c) on the first following business day, if sent by United States Express Mail or overnight courier, in each case to the parties at the following addresses (or at such other addresses as shall be specified by like notice);

If to Sellers and Acknowledging Parties:

USA Commercial Mortgage Company
4484 Pecos Avenue
Las Vegas, Nevada 89121
Facsimile: (702) 456-2057
Attn: Mr. Thomas J. Allison

and

Ray Quinney & Nebeker P.C.
36 South State Street, Suite 1400
Salt Lake City, Utah 84111
Facsimile: (801) 532-7543
Attn: Annette W. Jarvis, Esq.

and, with respect to notices of default under Article VII, notice shall also be given to

Stutman, Treister & Glatt, P.C.
1901 Ave. of the Stars, 12th Floor
Los Angeles, CA 90067
Facsimile: (310) 228-5788
Attn: Frank A. Merola, Esq.

and

Lewis & Roca, LLP
3993 Howard Hughes Pkwy., Suite 600
Las Vegas, Nevada 89169
Facsimile: (702) 949-8321
Attn: Robert Charles, Esq.

If to Purchaser:

Compass Partners LLC
333 Seventh Avenue, 3rd Floor
New York, NY 10001
Facsimile: (212) 253-4003
Attn: David Blatt

and

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Facsimile: (212) 310-8007
Attn: George A. Davis, Esq.
Ted S. Waksman, Esq.

Section 11.10 Acknowledging Parties. Sellers and Purchaser agree that the Acknowledging Parties are entitled to information produced or shared pursuant to this Agreement and to participate fully in the process of obtaining Bankruptcy Court approval for this Agreement and Sale Approval Order and/or Plan. Notwithstanding anything herein to the contrary, the Acknowledging Parties agree to Article 5 hereof and this Section 11.10.

Section 11.11 Governing Law/Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada, without regard to conflicts of law principles thereof. The United States Bankruptcy Court for the District of Nevada shall be the exclusive forum for the enforcement of the terms of this Agreement.

Section 11.12 Severability. In the case any provision in this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 11.13 Binding Effect; Third Party Beneficiaries; Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective legal representatives, successors and assigns. Except as expressly set forth herein, nothing expressed or referred to in this Agreement is intended or shall be construed to give any person or entity other than the parties to this Agreement, or their respective legal representatives, successors and assigns, any legal or equitable right, remedy or

claim under or in respect of this Agreement or any provision contained herein. A reference to any of the Debtors, including the Sellers, is also a reference to any successor or assign of such Debtors under the Plan or pursuant to an order of the Bankruptcy Court. Purchaser may assign its rights under this Agreement to any of its subsidiaries or affiliates, and may assign the Assets to any of its subsidiaries or affiliates.

Section 11.14 Relationship of Parties. The relationship between the parties is an arms-length, non-affiliated relationship, and Sellers are not, and shall not represent to third parties, that they are acting as agents for or on behalf of Purchaser.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the undersigned parties to this Agreement has caused this Agreement to be duly executed in its name by one of its duly authorized officers, all as of the date first above written.

“SELLERS”

USA COMMERCIAL MORTGAGE COMPANY

By: 

Name: Thomas J. Allison

Title: President

USA CAPITAL FIRST TRUST DEED FUND, LLC

By: 

Name: Thomas J. Allison

Title: President

“PURCHASER”

COMPASS PARTNERS LLC

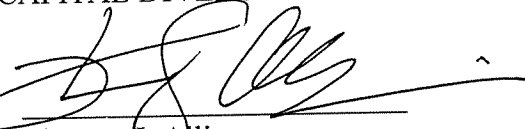
By: _____

Name: David Blatt

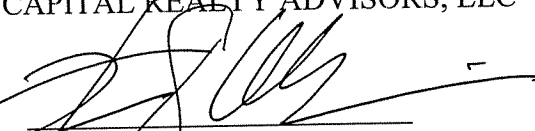
Title: Manager

“ACKNOWLEDGING PARTIES”

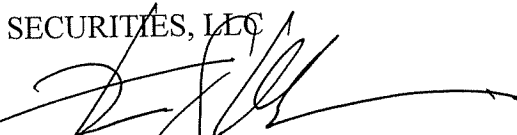
USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC

By: 
Name: Thomas J. Allison
Title: Manager

USA CAPITAL REALTY ADVISORS, LLC

By: 
Name: Thomas J. Allison
Title: Manager

USA SECURITIES, LLC

By: 
Name: Thomas J. Allison
Title: Manager

IN WITNESS WHEREOF, each of the undersigned parties to this Agreement has caused this Agreement to be duly executed in its corporate name by one of its duly authorized officers, all as of the date first above written.

“SELLERS”

USA COMMERCIAL MORTGAGE COMPANY

By: _____
Name: Thomas J. Allison
Title: President

USA CAPITAL FIRST TRUST DEED FUND, LLC

By: _____
Name: Thomas J. Allison
Title: President

“PURCHASER”

COMPASS PARTNERS LLC

By: 
Name: David Blatt
Title: Manager

Exhibit A

ASSIGNMENT AND BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, USA Commercial Mortgage Company ("USACM") and USA Capital First Trust Deed Fund, LLC (collectively with USACM, the "Sellers"), do hereby grant, bargain, transfer, sell, assign, convey and deliver to Compass Partners LLC ("Purchaser"), all right, title and interest in and to the Assets as such term is defined in the Asset Purchase Agreement dated as of December ____, 2006 (the "Agreement"), by and among Sellers, USA Captial Diversified Trust Deed Fund, LLC, USA Capital Realty Advisors, LLC and USA Securities, LLC and Purchaser. Sellers for themselves, their successors and assigns hereby covenant and agree that, at any time and from time to time forthwith upon the written request of Purchaser, Sellers will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Purchaser in order to assign, transfer, set over, convey, assure and confirm unto and vest in Purchaser, its successors and assigns, title to the Assets sold, conveyed, transferred and delivered by this Assignment and Bill of Sale. This Assignment and Bill of Sale shall be governed by, construed and enforced in accordance with the laws of the State of Nevada, without regard to conflicts of law principles thereof.

This Assignment and Bill of Sale is being executed and delivered by Sellers pursuant to the terms of the Agreement. Executed this ____ day of January, 2007.

USA COMMERCIAL MORTGAGE COMPANY

By: _____
Its: _____

USA CAPITAL REALTY TRUST DEED FUND, LLC

By: _____
Its: _____

904700

SCHEDULE 1

Performance as of 7/31/06	Loan Name	Origination Date	7/31/06 Loan Outstanding	FTDF Ownership	
				%	\$
Performing	Fiesta Development \$6.6	11/14/2005	\$ 6,600,000	100.00%	\$ 6,600,000
Performing	University Estates	4/11/2005	4,825,920	100.00%	4,825,920
Non-Performing	Gramercy Court Condos	6/25/2004	34,884,500	13.10%	4,570,500
Non-Performing	Franklin - Stratford Investments, LLC	3/30/2005	5,225,000	80.67%	4,215,000
Non-Performing	HFAH/Monaco	12/19/2003	4,000,000	100.00%	4,000,000
Performing	Cloudbreak LV	12/17/2003	3,800,000	99.31%	3,773,675
Non-Performing	Eagle Meadows Development	10/19/2005	31,050,000	11.76%	3,652,000
Non-Performing	Shamrock Tower, LP	8/5/2004	10,500,000	31.43%	3,300,000
Non-Performing	Margarita Annex	7/26/2004	12,000,000	24.42%	2,930,000
Non-Performing	The Gardens Phase II	3/31/2006	2,500,000	100.00%	2,500,000
Performing	Columbia Managing Partners	9/1/2005	2,210,000	100.00%	2,210,000
Non-Performing	Brookmere/Matteson \$27,050,000	10/29/2003	5,964,848	33.88%	2,021,085
Non-Performing	Anchor B, LLC	5/31/2005	5,835,422	33.36%	1,946,422
Non-Performing	Interstate Commerce Center Phase II	8/11/2004	1,856,849	86.34%	1,603,204
Non-Performing	Palm Harbor One	12/14/2005	28,480,000	5.60%	1,594,000
Non-Performing	Ocean Atlantic \$9,425,000	1/23/2006	8,925,000	14.61%	1,303,500
Non-Performing	Binford Medical Developers	8/31/2005	7,450,000	17.25%	1,285,000
Performing	The Gardens, LLC Timeshare	3/24/2004	3,902,274	31.03%	1,211,050
Performing	Cottonwood Hills, LLC	6/14/2005	4,000,000	25.00%	1,000,000
Non-Performing	Lake Helen Partners	12/7/2004	3,159,704	28.77%	908,908
Performing	Mountain House Business Park	6/10/2004	16,800,000	5.21%	875,000
Non-Performing	ComVest Capital	1/11/2006	4,125,000	17.82%	735,000
Non-Performing	6425 Gess, LTD	4/14/2005	26,500,000	2.63%	696,000
Non-Performing	Standard Property Development	2/27/2006	9,640,000	6.96%	671,000
Performing	Roam Development Group L.P.	3/23/2005	25,601,735	2.37%	605,688
Non-Performing	Harbor Georgetown	8/16/2004	8,800,000	5.80%	510,000
Non-Performing	Huntsville	3/31/2004	10,475,000	4.77%	500,000

SCHEDULE 1

Performance as of 7/31/06	Loan Name	Origination Date	7/31/06 Loan Outstanding	FTDF Ownership	
				%	\$
Non-Performing	Castaic Partners II, LLC	7/11/2005	5,600,000	7.59%	425,000
Non-Performing	Amesbury/Hatters Point	12/16/2002	19,242,193	1.72%	330,016
Non-Performing	Tapia Ranch	9/28/2004	22,000,000	1.43%	314,000
Performing	J. Jireh's Corporation	9/2/2005	8,825,000	3.00%	265,000
Non-Performing	Wasco Investments	11/23/2004	6,450,000	3.02%	195,000
Performing	Bay Pompano Beach	6/20/2005	14,680,390	1.20%	176,623
Non-Performing	Del Valle - Livingston	8/25/2005	19,250,000	0.67%	129,000
Non-Performing	Elizabeth May Real Estate	2/24/2006	10,050,000	1.19%	120,000
Non-Performing	Marlton Square	8/11/2005	30,000,000	0.39%	118,000
Non-Performing	Clear Creek Plantation	3/15/2005	2,900,000	3.45%	100,000
Non-Performing	Gateway Stone	11/18/2005	13,185,000	0.76%	100,000
Non-Performing	3685 San Fernando Road Partners	8/2/2005	7,350,000	1.12%	82,000
Non-Performing	Meadow Creek Partners, LLC	2/23/2006	8,250,000	0.87%	72,000
Non-Performing	Rio Rancho Executive Plaza, LLC	1/17/2006	2,250,000	3.11%	70,000
Non-Performing	Urban Housing Alliance - 435 Lofts	7/13/2005	8,150,000	0.37%	30,000
Performing	The Gardens, LLC \$2,425,000	8/15/2005	1,925,000	1.52%	29,226
Non-Performing	Castaic Partners III, LLC	9/22/2005	4,675,000	0.53%	25,000
Non-Performing	Foxhill 216, LLC	2/23/2006	25,980,000	0.10%	25,000
Non-Performing	Oak Shores II	6/6/2005	12,150,000	0.03%	3,925
Performing	Fiesta Murrieta	4/14/2005	6,500,000	0.00%	-
Non-Performing	Copper Sage Commerce Center Phase II	3/1/2006	3,550,000	0.00%	-
Non-Performing	Slade Development	12/5/2005	3,525,000	0.00%	-
Performing	La Hacienda Estate, LLC	11/11/2004	6,255,000	0.00%	-
Performing	Southern California Land 2nd	8/3/2005	2,800,000	0.00%	-
Non-Performing	Bundy Canyon \$5,000,000	9/28/2005	4,250,000	0.00%	-
Non-Performing	BarUSA/\$15,300,000	11/24/2003	15,300,000	0.00%	-
Non-Performing	Fiesta Oak Valley	6/15/2004	20,500,000	0.00%	-

SCHEDULE 1

Performance as of 7/31/06	Loan Name	Origination Date	7/31/06 Loan Outstanding	FTDF Ownership	
				%	\$
Non-Performing	HFA-Clear Lake 2nd	6/24/2005	2,750,000	0.00%	-
Performing	Cornman Toltec 160, LLC	6/24/2005	6,375,000	0.00%	-
Performing	Preserve at Galleria, LLC	10/6/2005	3,711,750	0.00%	-
Performing	Goss Road	11/2/2004	1,000,000	0.00%	-
				Total	\$ 62,652,742

SCHEDULE 2

Performance as of 7/31/06	Loan Name	Origination Date	7/31/06 Loan Outstanding	FTDF Ownership		USCMC Ownership	
				%	\$	%	\$
Non-Performing	3685 San Fernando Road Partners	8/2/2005	\$ 7,350,000	1.12%	\$ 82,000	0.00%	\$ -
Performing	5055 Collwood, LLC	2/24/2006	1,173,289	0.00%	-	0.00%	-
Performing	60th Street Venture, LLC	12/22/2005	3,700,000	0.00%	-	0.00%	-
Non-Performing	6425 Gess, LTD	4/14/2005	26,500,000	2.63%	696,000	0.00%	-
Non-Performing	Amesbury/Hatters Point	12/16/2002	19,242,193	1.72%	330,016	0.25%	47,621
Non-Performing	Anchor B, LLC	5/31/2005	5,835,422	33.36%	1,946,422	0.00%	-
Non-Performing	BarUSA/\$15,300,000	11/24/2003	15,300,000	0.00%	-	0.07%	10,000
Performing	Bay Pompano Beach	6/20/2005	14,680,390	1.20%	176,623	0.00%	-
Non-Performing	Binford Medical Developers	8/31/2005	7,450,000	17.25%	1,285,000	0.00%	-
Non-Performing	Brookmere/Matteson \$27,050,000	10/29/2003	5,964,848	33.88%	2,021,085	0.00%	-
Performing	Bundy Canyon \$1,050,000	1/6/2006	1,050,000	0.00%	-	0.00%	-
Non-Performing	Bundy Canyon \$2,500,000	5/2/2005	2,300,000	0.00%	-	0.00%	-
Non-Performing	Bundy Canyon \$5,000,000	9/28/2005	4,250,000	0.00%	-	0.71%	30,000
Performing	Bundy Canyon \$5,725,000	1/14/2005	5,725,000	0.00%	-	0.00%	-
Non-Performing	Bundy Canyon \$7,500,000	8/17/2005	6,700,000	0.00%	-	0.00%	-
Performing	Cabernet	2/17/2005	3,000,000	0.00%	-	0.00%	-
Non-Performing	Caslaic Partners II, LLC	7/11/2005	5,600,000	7.59%	425,000	0.00%	-
Non-Performing	Caslaic Partners III, LLC	9/22/2005	4,675,000	0.53%	25,000	1.07%	50,000
Performing	Charlevoix Homes, LLC	4/3/2006	3,400,000	0.00%	-	0.00%	-
Non-Performing	Clear Creek Plantation	3/15/2005	2,900,000	3.45%	100,000	0.00%	-
Performing	Cloudbreak LV	12/17/2003	3,800,000	99.31%	3,773,675	0.00%	-
Performing	Columbia Managing Partners	9/1/2005	2,210,000	100.00%	2,210,000	0.00%	-
Non-Performing	ComVest Capital	1/11/2006	4,125,000	17.82%	735,000	0.00%	-
Non-Performing	Copper Sage Commerce Center Phase II	3/1/2006	3,550,000	0.00%	-	1.83%	65,000
Performing	Commman Toltec 160, LLC	6/24/2005	6,375,000	0.00%	-	0.08%	5,000
Non-Performing	Del Valle - Livingston	8/25/2005	19,250,000	0.67%	129,000	0.00%	-
Non-Performing	Eagle Meadows Development	10/19/2005	31,050,000	11.76%	3,652,000	0.00%	-
Non-Performing	Elizabeth May Real Estate	2/24/2006	10,050,000	1.19%	120,000	0.00%	-
Performing	Fiesta Development \$6.6	11/14/2005	6,600,000	100.00%	6,600,000	0.00%	-
Performing	Fiesta Murrieta	4/14/2005	6,500,000	0.00%	-	1.46%	95,039
Non-Performing	Fiesta Oak Valley	6/15/2004	20,500,000	0.00%	-	0.05%	9,500
Non-Performing	Fiesta USA/Stoneridge	9/22/2003	10,000,000	0.00%	-	0.00%	-
Non-Performing	Foxhill 216, LLC	2/23/2006	25,980,000	0.10%	25,000	0.00%	-
Non-Performing	Franklin - Stratford Investments, LLC	3/30/2005	5,225,000	80.67%	4,215,000	0.00%	-
Non-Performing	Gateway Stone	11/18/2005	13,185,000	0.76%	100,000	0.00%	-

SCHEDULE 2

Performance as of 7/31/06	Loan Name	Origination Date	7/31/06 Loan Outstanding	FTDF Ownership		USCMC Ownership	
				%	\$	%	\$
Performing	Goss Road	11/2/2004	1,000,000	0.00%	-	0.25%	2,500
Non-Performing	Gramercy Court Condos	6/25/2004	34,884,500	13.10%	4,570,500	0.00%	-
Non-Performing	Harbor Georgetown	8/16/2004	8,800,000	5.80%	510,000	0.00%	-
Performing	Hesperia II	4/1/2005	4,250,000	0.00%	-	0.00%	-
Non-Performing	HFA- Clear Lake	1/6/2005	16,050,000	0.00%	-	0.00%	-
Non-Performing	HFA- Windham	11/15/2004	5,550,000	0.00%	-	0.00%	-
Non-Performing	HFA-Clear Lake 2nd	6/24/2005	2,750,000	0.00%	-	0.29%	8,000
Non-Performing	HFAH/Monaco	12/19/2003	4,000,000	100.00%	4,000,000	0.00%	-
Non-Performing	Huntsville	3/31/2004	10,475,000	4.77%	500,000	0.00%	-
Performing	I-40 Gateway West	1/11/2005	4,530,000	0.00%	-	0.00%	-
Performing	I-40 Gateway West, LLC 2nd	3/1/2006	1,065,000	0.00%	-	0.00%	-
Non-Performing	Interstate Commerce Center Phase II	8/11/2004	1,856,849	86.34%	1,603,204	0.00%	-
Performing	La Hacienda Estate, LLC	11/11/2004	6,255,000	0.00%	-	0.80%	50,000
Non-Performing	Lake Helen Partners	12/7/2004	3,159,704	28.77%	908,908	0.94%	29,723
Non-Performing	Lerin Hills	12/7/2005	10,350,000	0.00%	-	0.00%	-
Non-Performing	Margarita Annex	7/26/2004	12,000,000	24.42%	2,930,000	0.00%	-
Non-Performing	Marlton Square	8/11/2005	30,000,000	0.39%	118,000	0.89%	267,500
Non-Performing	Marlton Square 2nd	8/11/2005	6,000,000	0.00%	-	0.00%	-
Performing	Mountain House Business Park	6/10/2004	16,800,000	5.21%	875,000	0.17%	28,000
Non-Performing	Oak Shores II	6/6/2005	12,150,000	0.03%	3,925	0.00%	-
Performing	Ocean Atlantic	11/1/2005	2,700,000	0.00%	-	0.00%	-
Non-Performing	Ocean Atlantic \$9,425,000	1/23/2006	8,925,000	14.61%	1,303,500	0.00%	-
Non-Performing	Palm Harbor One	12/14/2005	28,480,000	5.60%	1,594,000	0.00%	-
Non-Performing	Rio Rancho Executive Plaza, LLC	1/17/2006	2,250,000	3.11%	70,000	0.00%	-
Performing	Roam Development Group L.P.	3/23/2005	25,601,735	2.37%	605,688	0.00%	-
Non-Performing	Shamrock Tower, LP	8/5/2004	10,500,000	31.43%	3,300,000	0.00%	-
Non-Performing	Slade Development	12/5/2005	3,525,000	0.00%	-	1.42%	50,000
Performing	Southern California Land 2nd	8/3/2005	2,800,000	0.00%	-	1.25%	35,000
Non-Performing	Standard Property Development	2/27/2006	9,640,000	6.96%	671,000	0.00%	-
Performing	SVRB \$4,500,000	4/27/2005	1,424,082	0.00%	-	0.00%	-
Performing	SVRB 2nd \$2,325,000	4/27/2005	2,325,000	0.00%	-	0.00%	-
Non-Performing	Tapia Ranch	9/28/2004	22,000,000	1.43%	314,000	0.00%	-
Non-Performing	Ten-Ninety, Ltd./\$4,150,000	12/30/2002	4,150,000	0.00%	-	0.00%	-
Non-Performing	The Gardens Phase II	3/31/2006	2,500,000	100.00%	2,500,000	0.00%	-
Performing	The Gardens, LLC \$2,425,000	8/15/2005	1,925,000	1.52%	29,226	4.01%	77,146

SCHEDULE 2

Performance as of 7/31/06	Loan Name	Origination Date	7/31/06 Loan Outstanding	FTDF Ownership		USCMC Ownership	
				%	\$	%	\$
Performing	The Gardens, LLC Timeshare	3/24/2004	3,902,274	31.03%	1,211,050	0.00%	-
Performing	University Estates	4/11/2005	4,825,920	100.00%	4,825,920	0.00%	-
Non-Performing	Wasco Investments	11/23/2004	6,450,000	3.02%	195,000	0.00%	-
Total					<u>\$ 61,285,742</u>		<u>\$ 860,028</u>

SCHEDULE 2.3(f)**Application of Higher Value Bucket Surplus to Lower Value Buckets**

	Net Principal Balance Deficiency/Surplus	Application of Schedule 4 Credit to Lower Value Buckets	Application of Schedule 5 Credit to Lower Value Buckets	Application of Schedule 6 Credit to Lower Value Buckets	Adjustment Amount	Schedule Values	Purchase Price Adjustment
	100				(16.7)	95%	(15.8)
Schedule 4	-50	33.3			(16.7)	85%	(14.2)
Schedule 5	-50	33.3	-		(16.7)	80%	(13.3)
Schedule 6	-50	33.3	-	-	-	65%	-
Schedule 7					(50.0)		(43.3)
Total							

Application of Lower Value Bucket Surplus to Higher Value Buckets

	Net Principal Balance Deficiency/Surplus	Application of Schedule 4 Credit to Lower Value Buckets	Application of Schedule 5 Credit to Lower Value Buckets	Application of Schedule 6 Credit to Lower Value Buckets	Adjustment Amount	Schedule Values	Purchase Price Adjustment
	-50				(50.0)	95%	(47.5)
Schedule 4	-50	-			(50.0)	85%	(42.5)
Schedule 5	-50	-	-		-	80%	-
Schedule 6	100	-	-	-	-	65%	-
Schedule 7					(100.0)		(90.0)
Total							

Schedule 3.3

USA Commercial Mortgage Company Litigation

Pending Litigation and Investigations

- *Rolland P. Weddell, Spectrum Financial, American Communities, LLC, et al v. USA Commercial Mortgage Company, USA Diversified Trust Deed Fund, USA Investment Partners, LLC, Amblamo et al*, Filed in the United States District Court for the District of Nevada, Case No. 2:01-cv-355, on March 29, 2001.
- *USA Commercial Mortgage Company (Appellant) v. Lowe Enterprises, Double Diamond Ranch, BOHICA (Appellees)*, Filed in the United States District Court for the District of Nevada, Case No. 3:03-cv-00156, on March 12, 2003.
- *Albert Lee, et al v. Palm Terrace, USA Commercial Mortgage Company, Andrew Hantges, et al*, Filed in the California Superior Court, Santa Clara County, Case No. 1-06-cv-057298, on February 1, 2006.
- *USA Commercial Mortgage Company v. James J. Lee*, Filed in the Eighth Judicial District Court in and for Clark County, State of Nevada, Case No. 04-A-488769, on July 14, 2004.
- *USA Commercial Mortgage Company v. James J. Lee*, Filed in the Eighth Judicial District Court in and for Clark County, State of Nevada, Case No. 02-A-459840, on November 27, 2002.
- *USA Commercial Mortgage Company (Appellant, Cross Respondent) v. James J. Lee (Respondent, Cross-Appellant)*, Filed in the Supreme Court for the State of Nevada, Case No. 46363, on November 29, 2005, Cross Appeal filed on December 1, 2005, Consolidated with Case No. 46781, Appeal filed on February 6, 2006.
- *Botaba Realty Company v. USA Commercial Mortgage Company, Brookmere, LLC, Harris Bank, et al*, Filed in the Illinois Circuit Court in and for Cook County, State of Illinois, Case No. 2006-CH-04133, on March 1, 2006.
- *Carob Valley Electric, Inc. v. USA Capital, a business entity form unknown, Pete & Sons Construction, et al*, Filed in the California Superior Court, Riverside County, Case No. RIC 446185, on March 10, 2006.
- *Standard Property Development, LLC v. Premiere Holdings, Inc. Defined Benefit Pension Plan & Trust, et al.*, Filed in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, Case No. 2006-CA-5756, Division 43, on July 17, 2006.

- *Gateway Stone Associates, LLC v. Arthur V. Adams, Trustee of the Arthur V. Adams Trust dated 9/12/97, et al.*, Filed in the California Superior Court, Riverside County, Case No. RIC 458088, on October 4, 2006.
- *Securities and Exchange Commission ("SEC") Investigation.* USA Capital Realty Advisors, USA Securities, USA Commercial Mortgage Company, USA Capital First Trust Deed Fund and USA Capital Diversified Trust Deed Fund are being investigated by the SEC (*In the Matter of USA Capital*, SEC File No. LA-3112). The SEC may, as a result of its investigation, commence enforcement proceedings.
- *Nevada State Mortgage Lending Division ("MLD") Investigation.* USA Capital Realty Advisors, USA Securities, USA Commercial Mortgage Company, USA Capital First Trust Deed Fund and USA Capital Diversified Trust Deed Fund are being investigated by the MLD. The MLD may, as a result of its investigation, commence enforcement proceedings.
- *California Department of Corporations Investigation* of the USA Capital First Trust Deed Fund.

Threatened Litigation

Claims or potential claims of the Borrowers, their principals, or other obligors with respect to the following Loans:

<u>Loan Name Listing:</u>	<u>Borrower:</u>
3685 San Fernando Road Partners	3685 San Fernando Road Partners, L.P.
5055 Collwood, LLC	5055 Collwood, LLC
60th Street Venture, LLC	60th Street Venture, LLC
BySynergy, LLC \$4,434,446	BySynergy, LLC
Cabernet	Cabernet Highlands, LLC
Fiesta Oak Valley	Oak Mesa Investors, LLC,
Fiesta USA/Stoneridge	Capital Land Investors, LLC
Glendale Tower Partners	Glendale Tower Partners, L.P.
Hasley Canyon	Los Valles Land & Golf, LLC
Hesperia II	Southern California Land Development, LLC
SVRB \$4,500,000	SVRB Investments, LLC
SVRB 2nd \$2,325,000	SVRB Investments, LLC
Urban Housing Alliance - 435 Lofts	Urban Housing Alliance, LLC
Comman Toltec 160, LLC	Comman Toltec 160, LLC
Bundy Canyon \$2,500,000	Bundy Canyon Land Development, LLC
Southern California Land 2 nd	Southern California Land Development, LLC
University Estates	University Estates, Inc.
Slade Development	Slade Development, Inc.
Castaic Partners III, LLC	Castaic Partners III, LLC
ComVest Capital	ComVest Capital Satellite Arms, Inc.

Loan Name Listing:	Borrower:
HFA- Windham	Homes for America Holdings and affiliates, Homes For America Holdings Asylum, LLC
HFA- Riviera 2 nd	Homes for America Holdings and affiliates, Riviera-Homes For America Holdings, LLC
Ocean Atlantic \$9,425,000	Ocean Atlantic Chicago, LLC
Palm Harbor One	Palm Harbor One, LLC
Bundy Canyon \$5,000,000	Bundy Canyon Land Development, LLC
Amesbury/Hatters Point	Amesburyport Corporation
Bundy Canyon \$7,500,000	Bundy Canyon Land Development, LLC
Columbia Managing Partners	Columbia Managing Partners, LLC and David Rentz
Binford Medical Developers	Binford Medical Developers, LLC
Franklin - Stratford Investments, LLC	Franklin/Stratford Investments, LLC
Elizabeth May Real Estate	Elizabeth May Real Estate, LLC
La Hacienda Estate, LLC	La Hacienda Estates, LLC
Huntsville	West Hills Park Joint Venture, Curtis Development, LLC, and J A Dev., LC
Gramercy Court Condos	Gramercy Court, Ltd. and Treetops Management, Inc.
Lerin Hills	Lerin Hills, Ltd. and Lerin Hills Development Company, LLC
Wasco Investments	Wasco Investments, LLC
Foxhill 216, LLC	Fox Hills 185, LLC, Fox Hills River East, LLC, Fox Hills 119, LLC, Fox Hills 62, LLC, Fox Hills 37, LLC and Fox Hills Fresno Slough, LLC and Kent Hoggan
Gateway Stone	Gateway Stone Associates, LLC
Brookmere/Matteson \$27,050,000	Brookmere LLC and Lord & Essex Matteson, LLC
Rio Rancho Executive Plaza, LLC	Rio Rancho Executive Plaza, LLC
Eagle Meadows Development	Eagle Meadows Development
The Gardens Phase II	The Gardens, LLC
Copper Sage Commerce Center Phase II	Copper Sage Commerce Center, LLC
Standard Property Development	Standard Property Development, LLC
Bundy Canyon \$8,900,000	Bundy Canyon Land Development, LLC
Meadow Creek Partners, LLC	Meadow Creek Partners, LLC
Ten-Ninety	Ten Ninety, Ltd. and William R. Luca and Dorothy Luca, Trustees of the Luca Family Trust
Saddleback	Saddleback

Schedule 3.4(f)

Litigation, Proceeding, Governmental Investigations,
Judicial Order, Injunction or Decree with respect to the Loans

Claims or potential claims of the Borrowers, their principals, or other obligors with respect to the following Loans:

Loan Name Listing:	Borrower:
3685 San Fernando Road Partners	3685 San Fernando Road Partners, L.P.
5055 Collwood, LLC	5055 Collwood, LLC
60th Street Venture, LLC	60th Street Venture, LLC
BySynergy, LLC \$4,434,446	BySynergy, LLC
Cabernet	Cabernet Highlands, LLC
Fiesta Oak Valley	Oak Mesa Investors, LLC,
Fiesta USA/Stoneridge	Capital Land Investors, LLC
Glendale Tower Partners	Glendale Tower Partners, L.P.
Hasley Canyon	Los Valles Land & Golf, LLC
Hesperia II	Southern California Land Development, LLC
SVRB \$4,500,000	SVRB Investments, LLC
SVRB 2nd \$2,325,000	SVRB Investments, LLC
Urban Housing Alliance - 435 Lofts	Urban Housing Alliance, LLC
Comman Toltec 160, LLC	Comman Toltec 160, LLC
Bundy Canyon \$2,500,000	Bundy Canyon Land Development, LLC
Southern California Land 2 nd	Southern California Land Development, LLC
University Estates	University Estates, Inc.
Slade Development	Slade Development, Inc.
Castaic Partners III, LLC	Castaic Partners III, LLC
ComVest Capital	ComVest Capital Satellite Arms, Inc.
HFA- Windham	Homes for America Holdings and affiliates, Homes For America Holdings Asylum, LLC
HFA- Riviera 2 nd	Homes for America Holdings and affiliates, Riviera- Homes For America Holdings, LLC
Ocean Atlantic \$9,425,000	Ocean Atlantic Chicago, LLC
Palm Harbor One	Palm Harbor One, LLC
Bundy Canyon \$5,000,000	Bundy Canyon Land Development, LLC
Amesbury/Hatters Point	Amesburyport Corporation
Bundy Canyon \$7,500,000	Bundy Canyon Land Development, LLC
Columbia Managing Partners	Columbia Managing Partners, LLC and David Rentz
Binford Medical Developers	Binford Medical Developers, LLC
Franklin - Stratford Investments, LLC	Franklin/Stratford Investments, LLC
Elizabeth May Real Estate	Elizabeth May Real Estate, LLC
La Hacienda Estate, LLC	La Hacienda Estates, LLC
Huntsville	West Hills Park Joint Venture, Curtis Development, LLC, and J A Dev., LC
Gramercy Court Condos	Gramercy Court, Ltd. and Treetops Management, Inc.
Lerin Hills	Lerin Hills, Ltd. and Lerin Hills Development Company, LLC

Loan Name Listing:	Borrower:
Wasco Investments	Wasco Investments, LLC
Foxhill 216, LLC	Fox Hills 185, LLC, Fox Hills River East, LLC, Fox Hills 119, LLC, Fox Hills 62, LLC, Fox Hills 37, LLC and Fox Hills' Fresno Slough, LLC and Kent Hoggan
Gateway Stone	Gateway Stone Associates, LLC
Brookmere/Matteson \$27,050,000	Brookmere LLC and Lord & Essex Matteson, LLC
Rio Rancho Executive Plaza, LLC	Rio Rancho Executive Plaza, LLC
Eagle Meadows Development	Eagle Meadows Development
The Gardens Phase II	The Gardens, LLC
Copper Sage Commerce Center Phase II	Copper Sage Commerce Center, LLC
Standard Property Development	Standard Property Development, LLC
Bundy Canyon \$8,900,000	Bundy Canyon Land Development, LLC
Meadow Creek Partners, LLC	Meadow Creek Partners, LLC
Ten-Ninety	Ten Ninety, Ltd. and William R. Luca and Dorothy Luca, Trustees of the Luca Family Trust
Saddleback	Saddleback

Schedule 3.4(g)

Loans that are part of First Trust Deed Fund Assets with the option to fund certain unfunded construction budget requirements as set forth herein

Loan Name Listing:	Borrower:
3685 San Fernando Road Partners	3685 San Fernando Road Partners, L.P.
Urban Housing Alliance - 435 Lofts	Urban Housing Alliance, LLC
University Estates	University Estates, Inc.
Castaic Partners III, LLC	Castaic Partners III, LLC
ComVest Capital	ComVest Capital Satellite Arms, Inc.
Ocean Atlantic \$9,425,000	Ocean Atlantic Chicago, LLC
Palm Harbor One	Palm Harbor One, LLC
Amesbury/Hatters Point	Amesburyport Corporation
Columbia Managing Partners	Columbia Managing Partners, LLC and David Rentz
Binford Medical Developers	Binford Medical Developers, LLC
Franklin - Stratford Investments, LLC	Franklin/Stratford Investments, LLC
Elizabeth May Real Estate	Elizabeth May Real Estate, LLC
Huntsville	West Hills Park Joint Venture, Curtis Development, LLC, and J A Dev., LC
Gramercy Court Condos	Gramercy Court, Ltd. and Treetops Management, Inc.
Wasco Investments	Wasco Investments, LLC
Foxhill 216, LLC	Fox Hills 185, LLC, Fox Hills River East, LLC, Fox Hills 119, LLC, Fox Hills 62, LLC, Fox Hills 37, LLC and Fox Hills Fresno Slough, LLC and Kent Hoggan
Gateway Stone	Gateway Stone Associates, LLC
Brookmere/Matteson \$27,050,000	Brookmere LLC and Lord & Essex Matteson, LLC
Rio Rancho Executive Plaza, LLC	Rio Rancho Executive Plaza, LLC
Eagle Meadows Development	Eagle Meadows Development
The Gardens Phase II	The Gardens, LLC
Standard Property Development	Standard Property Development, LLC
Meadow Creek Partners, LLC	Meadow Creek Partners, LLC

Schedule 3A.3

USA Capital First Trust Deed Fund Litigation

Pending Litigation and Investigations

- *Standard Property Development, LLC v. Premiere Holdings, Inc. Defined Benefit Pension Plan & Trust, et al.*, Filed in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, Case No. 2006-CA-5756, Division 43, on July 17, 2006.
- *Gateway Stone Associates, LLC v. Arthur V. Adams, Trustee of the Arthur V. Adams Trust dated 9/12/97, et al.*, Filed in the California Superior Court, Riverside County, Case No. RIC 458088, on October 4, 2006.
- *Securities and Exchange Commission ("SEC") Investigation.* USA Capital Realty Advisors, USA Securities, USA Commercial Mortgage Company, USA Capital First Trust Deed Fund and USA Capital Diversified Trust Deed Fund are being investigated by the SEC (*In the Matter of USA Capital*, SEC File No. LA-3112). The SEC may, as a result of its investigation, commence enforcement proceedings.
- *Nevada State Mortgage Lending Division ("MLD") Investigation.* USA Capital Realty Advisors, USA Securities, USA Commercial Mortgage Company, USA Capital First Trust Deed Fund and USA Capital Diversified Trust Deed Fund are being investigated by the MLD. The MLD may, as a result of its investigation, commence enforcement proceedings.
- *California Department of Corporations Investigation* of the USA Capital First Trust Deed Fund.

Threatened Litigation

Claims or potential claims of the Borrowers, their principals, or other obligors with respect to the following Loans:

<u>Loan Name Listing:</u>	<u>Borrower:</u>
3685 San Fernando Road Partners	3685 San Fernando Road Partners, L.P.
BySynergy, LLC \$4,434,446	BySynergy, LLC
Urban Housing Alliance - 435 Lofts	Urban Housing Alliance, LLC
University Estates	University Estates, Inc.
Castaic Partners III, LLC	Castaic Partners III, LLC
ComVest Capital	ComVest Capital Satellite Arms, Inc.
Ocean Atlantic \$9,425,000	Ocean Atlantic Chicago, LLC
Palm Harbor One	Palm Harbor One, LLC

Loan Name Listing:	Borrower:
Amesbury/Hatters Point	Amesburyport Corporation
Columbia Managing Partners	Columbia Managing Partners, LLC and David Rentz
Binford Medical Developers	Binford Medical Developers, LLC
Franklin - Stratford Investments, LLC	Franklin/Stratford Investments, LLC
Elizabeth May Real Estate	Elizabeth May Real Estate, LLC
Huntsville	West Hills Park Joint Venture, Curtis Development, LLC, and J A Dev., LC
Gramercy Court Condos	Gramercy Court, Ltd. and Treetops Management, Inc.
Wasco Investments	Wasco Investments, LLC
Foxhill 216, LLC	Fox Hills 185, LLC, Fox Hills River East, LLC, Fox Hills 119, LLC, Fox Hills 62, LLC, Fox Hills 37, LLC and Fox Hills Fresno Slough, LLC and Kent Hoggan
Gateway Stone	Gateway Stone Associates, LLC
Brookmere/Matteson \$27,050,000	Brookmere LLC and Lord & Essex Matteson, LLC
Rio Rancho Executive Plaza, LLC	Rio Rancho Executive Plaza, LLC
Eagle Meadows Development	Eagle Meadows Development
The Gardens Phase II	The Gardens, LLC
Standard Property Development	Standard Property Development, LLC
Meadow Creek Partners, LLC	Meadow Creek Partners, LLC

SCHEDULE 4

Performance	Loan Name	7/31/06 Loan Outstanding	Funds Interest	
			%	\$
Performing	Cloudbreak LV (Cloudbreak Las Vegas, LLC)	3,800,000	99.31%	3,773,675
Performing	Cottonwood Hills, LLC	4,000,000	25.00%	1,000,000
Performing	The Gardens, LLC \$2,425,000 (The Gardens, LLC)	1,925,000	1.52%	29,226
Non-Performing	Brookmare/Matteson \$27,050,000	5,964,848	33.88%	2,021,085
Non-Performing	Wasco Investments LLC	6,450,000	3.02%	195,000
Non-Performing	Franklin - Stratford Investments, LLC	5,225,000	80.67%	4,215,000
Non-Performing	Interstate Commerce Center Phase II (ISCC Phase II, LLC)	1,858,849	86.34%	1,603,204
Non-Performing	Meadow Creek Partners, LLC	8,250,000	0.87%	72,000
Performing	Bay Pompano Beach, LLC	14,680,390	1.20%	176,623
Non-Performing	Clear Creek Plantation (Arapahoe Land Investments, L.P.)	2,900,000	3.45%	100,000
Total		55,052,087		13,185,812

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SCHEDULE 5

Performance	Loan Name	7/31/06 Loan Outstanding	Funds Interest	
			%	\$
Non-Performing	Oak Shores II (John E. King and Carole D. King)	12,150,000	0.03%	3,925
Performing	J. Jireh's Corporation	8,825,000	3.00%	265,000
Non-Performing	Margarita Annex	12,000,000	24.42%	2,930,000
Non-Performing	Binford Medical Developers, LLC	7,450,000	17.25%	1,285,000
Non-Performing	Shamrock Tower, LP (619 Main. LP)	10,500,000	31.43%	3,300,000
Non-Performing	Marlton Square (MS Acquisition Company, LLC)	30,000,000	0.39%	118,000
Non-Performing	Del Valle - Livingston (Del Valle Capital Corporation, Inc)	19,250,000	0.67%	129,000
Total		100,175,000		8,030,925

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SCHEDULE 6

Performance	Loan Name	7/31/06 Loan Outstanding	Funds Interest	
			%	\$
Non-Performing	Gramercy Court Condos (Gramercy Court, Ltd.)	34,884,500	13.10%	4,570,500
Performing	Fiesta Development \$6.6 (Fiesta Development, Inc.)	6,600,000	100.00%	6,600,000
Non-Performing	HFAH/Monaco, LLC	4,000,000	100.00%	4,000,000
Non-Performing	Gateway Stone (Gateway Stone Associates, LLC)	13,185,000	0.76%	100,000
Non-Performing	Rio Rancho Executive Plaza, LLC	2,250,000	3.11%	70,000
Performing	The Gardens, LLC Timeshare (The Gardens, LLC)	3,902,274	31.03%	1,211,050
Non-Performing	Standard Property Development, LLC	9,640,000	6.96%	671,000
Non-Performing	ComVest Capital (Comvest Capital Satellite Arms, Inc)	4,125,000	17.82%	735,000
Performing	Roam Development Group L.P.	25,601,735	2.37%	605,688
Performing	Columbia Managing Partners, LLC	2,210,000	100.00%	2,210,000
Non-Performing	Elizabeth May Real Estate, LLC	10,050,000	1.19%	120,000
Total		116,448,509		20,893,239

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SCHEDULE 7

Performance	Loan Name	7/31/06 Loan Outstanding	Funds Interest	
			%	\$
Non-Performing	Anchor B, LLC	5,835,422	33.36%	1,946,422
Non-Performing	3685 San Fernando Road Partners, L.P.	7,350,000	1.12%	82,000
Non-Performing	6425 Gess, LTD	26,500,000	2.63%	696,000
Non-Performing	Ocean Atlantic \$9,425,000 (Ocean Atlantic Chicago, LLC)	8,925,000	14.61%	1,303,500
Non-Performing	Urban Housing Alliance - 435 Lofts (Urban Housing Alliance, LLC)	8,150,000	0.37%	30,000
Performing	Mountain House Business Park (Pegasus-MH Ventures I, LLC)	16,800,000	5.21%	875,000
Performing	University Estates, Inc.	4,825,920	100.00%	4,825,920
Non-Performing	Palm Harbor One, LLC	28,480,000	5.60%	1,594,000
Non-Performing	The Gardens Phase II (The Gardens, LLC)	2,500,000	100.00%	2,500,000
Non-Performing	Lake Helen Partners	3,159,704	28.77%	908,908
Non-Performing	Castaic Partners II, LLC	5,600,000	7.59%	425,000
Non-Performing	Castaic Partners III, LLC	4,675,000	0.53%	25,000
Non-Performing	Huntsville (West Hills Park Joint Venture)	10,475,000	4.77%	500,000
Non-Performing	Harbor Georgetown, L.L.C.	8,800,000	5.80%	510,000
Non-Performing	Amesbury/Hatters Point (Amesburyport Corporation)	19,242,193	1.72%	330,016
Non-Performing	Tapla Ranch (Castaic Partners, LLC)	22,000,000	1.43%	314,000
Non-Performing	Foxhill 216, LLC	25,980,000	0.10%	25,000
Non-Performing	Eagle Meadows Development	31,050,000	11.76%	3,652,000
Total		240,348,239		20,542,766

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